



VALVOLINE CUMMINS PRIVATE LIMITED

(Formerly known as Valvoline Cummins Limited)
Company Identification No.:U74899DL1994PTC062425



REF: HR/APT/16/V1205

16-March-16

Mr. Omkar Ramchandra Pashte

Chawl No. 3, Room No. 1
B. K. Nagar
Near New R.T.O. Office
Kalyan (W) - 421301

Dear Omkar,

This has reference to the discussions we have had regarding your appointment at **VALVOLINE CUMMINS PRIVATE LIMITED**. We are pleased to appoint you in our organization as **"IT Hardware & System Analyst"** in IT department in **Band IN08** effective **11-December-15** on the following terms & conditions: -

- 1. Salary:** Your remuneration package will be as elaborated in the attached Compensation and Benefits sheet. You will be entitled to other benefits as applicable to employees of your category as per rules of the company. The Management reserves the right to modify or change such allowances, benefits and perquisites from time to time in accordance with the Company policies.
- 2. Probation:** You will be on probation for a period of six months from the date of joining the company. Your confirmation in the service of the Company is subject to satisfactory performance during the period of your probation. You will be deemed to continue on probation till your services are confirmed in writing by the Company. Your period of probation may be extended at the discretion of the Company, depending on your performance and other factors. During the period of your probation, your services may be terminated with one day's notice at the discretion of the Company, without assigning any reason, whatsoever.
- 3. Job assignment:** Your duties and responsibilities shall be as discussed or as may be assigned to you by the Company from time to time. Your appointment requires from you exercise of certain assigned responsibilities. Accordingly, you should be fully aware of such responsibilities and thus conduct yourself accordingly. You may during the course of your employment be given any assignment and / or additional assignment arising out of the Company's business that the management, in its subjective judgment, feels is suited to your background, qualifications or experience. You will not refuse to carry out any assignment / additional assignment solely on the grounds that it has not been part of your usual duties during your employment. You will also not be entitled to any additional compensation for carrying out any assignment / additional assignment which is allotted to you. You may be required to travel on company work as and when required. In such case you will be entitled to travel expenses / allowances as may be in force from time to time.
- 4. Location and Reporting:** Your initial place of posting is at **Ambarnath**. You will report to **Rajiv Kumar Singh**.

1



5. **Confidentiality:** Any information that may be provided to, received or otherwise becomes known to you in the course of your employment, shall be received and held in strict confidence and shall not be disclosed to any party without the prior written approval of the Company unless such disclosure is pursuant to the proper performance of your duties. The obligations undertaken hereunder shall continue in full force and effect during the tenure of your employment with the Company and thereafter.
6. **Non-Competition:** During the subsistence of your employment with Valvoline Cummins Private Limited, you shall not engage in any competitive business or competitive assignments and shall not part with any proprietary information, trade secrets or confidential information furnished to you in the course of your employment. You will not give out to any one by word of mouth or otherwise particulars or details of any information whether technical, commercial or general about the affairs of the Company, which might damage the goodwill, or interests of the company. You will devote your whole time during working hours in the work of the company and will not undertake any part time or other work whether honorary or remunerative without prior written permission of the Management.
7. **Verification:** Your appointment is subject to satisfactory verification of your character, antecedents and testimonials by the company, or agency consultants appointed by the company for this purpose. This appointment is based on the details provided by you in your application to the Company and your curriculum vitae. In case any declaration or particulars given by you in your application for employment is found to be wrong or you are found to be willfully suppressed any material information, this appointment will be liable to termination without any notice or compensation in lieu thereof.

By accepting this Appointment letter, you hereby authorize and grant your consent to the company and its consultants/authorized agents to conduct your background screening and do the verification of all the information provided in your Curriculum Vitae and other documents. Further, the any decision made by the company on finding of the said background screening / verification shall be final and binding on you.

Your appointment and its continuance are also subject to your being and remaining physically and mentally fit throughout your career with the company. The certificate of the company's Medical Officer or any other Medical Doctor appointed for this purpose shall be final and binding on you and the company. You shall keep the management posted with any change in your postal address, otherwise the last postal address as communicated to the company or as available in the company's records will be deemed as your address for any type of communication from the management.

8. **Termination of Services:** You shall retire from the service of the Company on the 31st of December following the year you complete 60 years of age. Notwithstanding the above your service with the Company may be terminated at any time, after confirmation by giving written notice of 30 days or payment of one month salary in lieu thereof. Provided further you shall be entitled to resign from the services of the Company by giving written notice of 30 days or at the discretion of the Company by payment of one month's salary in lieu thereof." In case you remain absent without prior permission or authorization or overstay leave for Ten consecutive calendar days, beyond the period of leave originally granted or subsequently extended, it shall be deemed that you have left the services of the company on your own accord without notice and the same shall be treated as abandonment of service on your part.

Conchif



9. **Ownership:** Any property of the company relating to the business of the company including memoranda, notes, records, reports, plates, sketches, plans or other confidential documents which may be in your possession or under your control or to which you have at any time access would need to be returned to the Company, if so directed, upon the termination of your employment with the Company. You shall not be entitled to the copyright of any such document and shall not to retain copies or reproductions of any of them.

You shall, from time, to time during your employment hereunder fully disclose to the company the progress of Investigations and of any discoveries you may make yourself or in conjunction with other officials or non-official with regard to any improvement, invention or discovery arising out of or in connection with the said employment, you shall forthwith disclose to the company a full and complete description of the nature of the said improvement, Invention or discovery and the mode of performing the same.

Further, improvement, invention or discovery and all future improvements thereon at any time discovered or invented by you alone or in conjunction with others as aforesaid, shall be the sole and absolute property of the company and, if and when required by the company during the period of employment or after he termination thereof, shall at the expense of the company, join with the company in applying for letters patent, design registration or other forms of protection in India, for the said improvement, invention or discovery or any such improvement thereon and shall, on the request by and at the cost of the company, execute, sign all applications, assignments, instruments and things necessary to vest the whole of your interest in any letters patent or other protection that may be obtained in respect thereof in the company or person or persons appointed by it.

10. **Transfer:** Your services are liable to be transferred from one department or section to another or to the work site or project or office within the company and to any other member, sister or associate concern, whether existing or acquired / started later on in India or abroad as required by the exigencies of business of the company at the sole discretion of the management. On such transfer, rules as applicable to the post and place where you are transferred will be applicable to you.

11. **Retirals:**

- i. **Provident Fund:** The Company will contribute a maximum of 12% of your basic salary towards Employees' Provident Fund scheme. You are required to subscribe an equivalent amount to the Fund.
- ii. **Gratuity Fund:** You will be covered under Employees' Gratuity fund scheme as applicable to you. The Company will contribute towards this Fund as per the Act.

12. All VCPL employees are required to follow the various Corporate Policies which form part of Good Corporate Governance. These are essential and enduring standards not to be compromised by which the company business is operated.

13. You will be bound by all rules, regulations, policies and other orders promulgated by the company from time to time in relation to work, conduct, discipline and any other matter as if these rules, regulations, policies and orders were a part of this contract of the employment.



14. Any reimbursement of relocation expenses and / or notice period shortfall etc. agreed with you would be recoverable from your full and final settlement dues in case you were to leave the organization within one year of date of joining.

15. All disputes are subject to jurisdiction of courts at Gurgaon only.

We welcome you in our organization and look forward to a long term mutually satisfying association.

**Yours very truly,
For Valvoline Cummins Private Limited**

**Amrita Bhaumik
General Manager - Human Resources**

**Sandeep Kalia
Chief Executive Officer**

I hereby accept the terms & conditions of this letter of appointment.

Signature :

Name :